



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 3, 2003

IN REPLY PLEASE

REFER TO FILE: **FL-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE GRANT
FOR ALTERNATIVE FUELS LOCAL GOVERNMENT MATCH PROGRAM
PA 2003-01
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve a contract with the Mobile Source Air Pollution Reduction Review Committee (MSRC) in the amount of \$260,000 to partially reimburse the increased cost of 13 alternatively fueled street sweepers for Public Works.
2. Instruct the Chair to execute the contract with the MSRC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The South Coast Air Quality Management District's (AQMD) Rule 1186.1 requires local agencies to purchase only alternatively fueled street sweepers, which cost about \$50,000 more per sweeper than a comparable diesel-powered sweeper. Public Works requested reimbursement in the amount of \$260,000 to partially reimburse the capital cost for as many as 13 replacement street sweepers.

On March 18, 2003, Synopsis 48, your Board approved the acceptance of this grant from the MSRC and Public Works' Grant Management Statement. On May 22, 2003, Public Works received two copies of the Alternative Fuels Local Match Program Contract.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Fiscal Responsibility, as well as Children and Families' Well-Being. Implementation of this grant will partially reimburse the increased capital cost of each sweeper by \$20,000 and will help improve air quality, therefore, improving the quality of life for families living in the County.

FISCAL IMPACT/FINANCING

The grant in the amount of \$260,000 will provide up to \$20,000 per sweeper to partially reimburse the increased capital costs for 13 alternatively fueled street sweepers. Six street sweepers were fully funded in Public Works' Fixed Asset Budget for Fiscal Year 2002-03. Another six street sweepers are fully funded in our Proposed Fiscal Year 2003-04 budget. Reimbursement of these capital costs will fund the replacement of one street sweeper for a total of 13 street sweepers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Savings generated from acceptance of this grant will fund the replacement of one of 13 AQMD compliant street sweepers. This will enable Public Works to provide an improved level of service to the public.

CONCLUSION

Please return one approved copy of this letter.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

RT:pl
P:\ftpub\Ftadmin\Grants\MSRC Grant Execute Grant PA 2003-01rev.dot

Enc.

cc: Chief Administrative Office
County Counsel



**South Coast
Air Quality Management District**

Enclosure A
Contract No. ML03007



ALTERNATIVE FUELS LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 East Copley Drive, Diamond Bar, California 91765, and County of Los Angeles Department of Public Works (hereinafter referred to as "CONTRACTOR") whose address is 900 South Fremont Avenue, Alhambra, California 91803.
2. **RECITALS**
 - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Work Statement, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR 's Alternative Fuels Local Government Match Program Application dated November 27, 2002.
3. **DMV FEES** - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
4. **AUDIT** - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING

- A. **PROGRESS REPORTS** - A concise *Interim Report* will be submitted at the approximate halfway point in the overall project schedule. The Interim Report should include the following topics, at a minimum: a) tasks completed; b) issues or problems encountered; c) resolutions implemented; and d) progress to date. Any modifications, whether already implemented or planned, to the project description/statement of work, project costs, or project schedule, should be highlighted in the Interim Report.
- B. **FINAL REPORT** - CONTRACTOR shall provide AQMD with a comprehensive final report prior to the end of the Contract term. The final report shall be subject to review by the MSRC and approval by AQMD. One letter-size paper copy and one electronic version in Microsoft Word format shall be provided to AQMD. The final report shall be complete and include illustrations and graphs, as appropriate, to document the work performed and the results thereof under this Contract.

6. TERM - The term of this Contract is for eighteen (18) months from the date of execution by both parties, unless terminated earlier as provided for in Clause 7 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.

7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Work Statement, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Clause 15 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.

8. EARLY TERMINATION - This Contract may be terminated early due to any of the following circumstances:

- A. The vehicles or equipment become inoperable through mechanical failure of components or systems directly related to the alternative fuel technology being utilized, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance.
- B. The fueling station becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.

9. INSURANCE - CONTRACTOR is permissibly self-insured and will maintain self-insurance in accordance with applicable provisions of California law as evidenced by certificate of self-insurance in Attachment 3, herein. CONTRACTOR shall maintain such coverage during the term of this Contract and any extensions thereof. If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR.
10. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.
11. PAYMENT
- A. AQMD shall pay CONTRACTOR a Firm Fixed Price of Two Hundred Sixty Thousand Dollars (\$260,000) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
 - B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:
 South Coast Air Quality Management District
 21865 East Copley Drive
 Diamond Bar, CA 91765
 Attn: Cynthia Ravenstein, MSRC Contract Administrator
 - C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachment 1 is completed and proof of completion is provided to AQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments.
 - D. Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.
 - E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.
 - F. If, at the completion of the Project described in Attachment 1, the actual amount of AB 2766 Funds utilized in performance of the project is less than the amount described in Attachment 2, the Firm Fixed Price amount reimbursed to CONTRACTOR by AQMD shall not exceed 100% for vehicles of the actual AB 2766 Fund amount expended for the project.
12. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.

- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.
13. DISPLAY OF MSRC LOGO - CONTRACTOR agrees to permanently display one MSRC decal in a prominent location on each vehicle purchased pursuant to this Contract. CONTRACTOR also agrees to permanently display one MSRC decal in a prominent location on each fueling or charging station constructed pursuant to this Contract. Decals will be provided by MSRC upon notification that subject fueling station equipment and/or vehicles are placed into service. Decals are approximately six (6) inches in height and eight (8) inches in width (Note: a smaller decal may be specified for electric vehicle infrastructure contracts). CONTRACTOR shall maintain decal for life of vehicle or equipment subject to this Contract. Should any decal become damaged, faded, or otherwise unreadable, CONTRACTOR shall request replacement decal from MSRC and apply new decal in the same or other prominent location. MSRC shall not be responsible for damage to paint or other vehicle surfaces arising from application or removal of decals.
14. SCRAPPING OF OLD VEHICLES - Any AB 2766 Discretionary Fund project for the purchase of new clean fuel vehicles shall be required to scrap older, polluting vehicles which would be removed or retired from service. This clause is applicable only to AB 2766 projects which remove or retire a vehicle(s) from fleet service as a direct result of AB 2766 funding.
15. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD: South Coast Air Quality Management District
 21865 E. Copley Drive
 Diamond Bar, CA 91765
 Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR: County of Los Angeles Department of Public Works
900 South Fremont Ave.
Alhambra, CA 91803
Attn: Richard Teebay

16. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
- C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.

17. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

18. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

19. NON-EFFECT OF WAIVER – CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

20. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.

21. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
22. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
23. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
25. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Los Angeles County, California.
26. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
27. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. Requests to expend funds above the Contract value stated in Clause 11A must be approved prior to the expenditure of additional funds. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.
28. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF LOS ANGELES DEPARTMENT
OF PUBLIC WORKS

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____

Date: _____

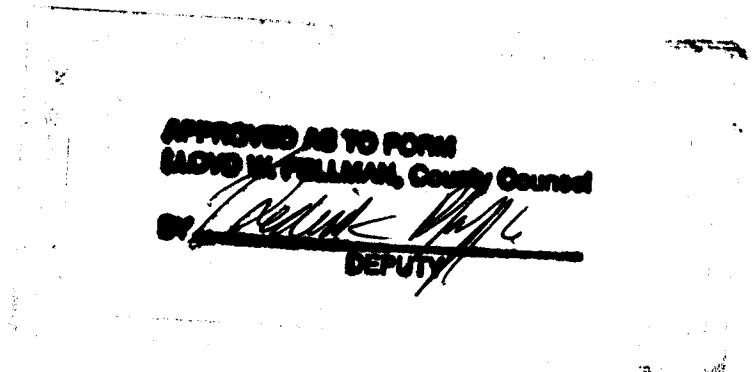
Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Barbara Baird, District Counsel

By: Barbara Baird



//MSRCLocalGovMatch
28February2003

Attachment 1 – Statement of Work and Project Schedule
County of Los Angeles Department of Public Works
Hereinafter Referred to as CONTRACTOR
AB 2766 Contract Number L03007

Project Description

CONTRACTOR will purchase thirteen heavy-duty vehicles as specified below.

Statement of Work

CONTRACTOR shall purchase (13) heavy-duty propane vehicles as follows:

Vehicle	Life Expectancy	Hours Per Year
(8) Freightliner FL70 street sweepers equipped with Schwarze M6000 SE and Cummins B Plus 5.9 liter, 195-230 hp dedicated propane engines, or equivalent	8 years	1,200 each
(5) Freightliner FL70 street sweepers equipped with Schwarze A7000 air sweeper and Cummins B Plus 5.9 liter, 195-230 hp dedicated propane engines, or equivalent	8 years	1,200 each

CONTRACTOR shall be reimbursed for vehicles according to the costs stated in Attachment 2 – Cost Schedule. Engines must be certified for sale in California by California Air Resources Board prior to the release of MSRC funds.

Project Schedule (based on date of Contract execution)

Task	Start	Completion
Solicit Vehicle Bids	Month 1	Month 6
Order Vehicles	Month 2	Month 7
Take Delivery and Place Vehicles in Service	Month 12	Month 17
Interim Report	Month 9	Month 9
Final Report	Month 17	Month 18

**Attachment 1 – Statement of Work and Project Schedule
County of Los Angeles Department of Public Works
Hereinafter Referred to as CONTRACTOR
AB 2766 Contract Number L03007**

Hardware: Thirteen propane fueled vehicles as listed above.

Reports

Interim Report: A concise interim report shall be submitted at the approximate halfway point in the overall project schedule. At a minimum, the interim report should address the following topics: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. An interim report that does not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by AQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions at this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future PM10 mitigation projects.

In the event the CONTRACTOR files for bankruptcy or becomes insolvent or discontinues this project, the following items revert to the AQMD for disposition into the AB 2766 Discretionary Fund account:

none

Attachment 2 – Cost Schedule
County of Los Angeles Department of Public Works
Hereinafter Referred to as CONTRACTOR
AB 2766 Contract Number L03007

Cost Breakdown

Purchase Category	Number of Items	AB 2766 Cost per Unit	Total MSRC Costs	Local Gov't Funds Applied	Total Cost
Medium Duty Vehicles (100% match to \$10,000)	0	\$10,000	\$0	\$0	\$0
Heavy Duty Vehicles (100% match to \$20,000)	13	\$20,000	\$260,000	\$2,665,000	\$2,925,000
Fueling Station (50% basic match)	0	n/a	\$	\$	\$
Infrastructure Bonus (as calculated above)	n/a	%	\$	\$	\$
Total	n/a	n/a	\$260,000	\$2,665,000	\$2,925,000

CONTRACTOR shall be reimbursed according to the amounts stated above per vehicle upon proof of vehicle delivery, vehicle acceptance, and placement of vehicle into service.

**Attachment 3 – Supporting Documentation
County of Los Angeles Department of Public Works
AB2766 Contract Number L03007**

The supporting documents attached hereto as Attachment 3, represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the AQMD or granting any rights to third parties against the AQMD.

1. Certificate of Self-insurance.

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7002

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

COUNTY OF LOS ANGELES

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Rogel W. Cady
DIRECTOR

Mark B. Belknap
MANAGER, SELF-INSURANCE PLANS

SUPERCEDES CERTIFICATE NO. P-0112



COUNTY OF LOS ANGELES CHIEF ADMINISTRATIVE OFFICE

773 KENNETH HAHN HALL OF ADMINISTRATION/LOS ANGELES, CALIFORNIA 90012
(213) 974-1104

Sandra M. Davis
Interim Chief Administrative Officer

Date: August 6, 1996

To: Department of Motor Vehicles

From: Rudy Alvarez, Chief *RA*
Risk Management Operations

Subject: **STATE FINANCIAL RESPONSIBILITY CERTIFICATION**

This shall serve to certify that County employees are insured for third party liability under the County's General Plan for Self- Insurance. Under this plan County employees operating County vehicles are insured with coverages and limits which meet state financial responsibility in accordance with California Vehicle Code Section 16056

Please call me at (213) 974-1417 if you have any questions regarding this certification.

SR:RA
srdmcert



MSRC

Mobile Source Air Pollution
Reduction Review Committee

May 14, 2003

Mr. Richard Teebay
County of Los Angeles Department of Public Works
900 South Fremont Ave.
Alhambra, CA 91803

Dear Mr. Teebay:

Please find enclosed two original copies of Contract Number ML03007. When you have obtained the appropriate signatures, please return both copies to me at:

Rachel Valenzuela
South Coast AQMD/MSRC
21865 E. Copley Drive
Diamond Bar, CA 91765

Once the amendment has been executed, I will return to you a copy for your files. If you have any questions, please don't hesitate to call me at (909) 396-3101.

Sincerely,

Rachel B. Valenzuela
MSRC Contracts Administration
rvalenzuela@aqmd.gov

Enclosures



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

→ DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

Enclosure B.

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: FL-0

March 6, 2003

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

48

MAR 18 2003

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Dear Supervisors:

MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE (MSRC)
[REDACTED] FOR ALTERNATIVE FUELS LOCAL GOVERNMENT MATCH PROGRAM
PA 2003-01
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept a grant from the Mobile Source Air Pollution Reduction Review Committee (MSRC) in the amount of \$260,000 from its Local Government Match Program. The grant is described in the enclosed Grant Management Statement.
2. Authorize the Director of Public Works or his designee to act as an agent for the County of Los Angeles when conducting business with the MSRC on any and all matters related to this grant, including committing to the project implementation schedule reflected in the grant application and to allocating the remaining necessary funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 11, 2000, your Board approved the guidelines to be followed prior to the acceptance by the County of any State and Federal grants of \$100,000 or more.

These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant.

In January 2003, the MSRC approved Public Works' grant application for its Local Government Match Program PA 2003-01 and forwarded it to the South Coast Air Quality Management District's (AQMD) Board for award. The award of this grant was approved by the AQMD's Board on February 7, 2003.

The South Coast Air Quality Management District's Rule 1186.1 requires local agencies to purchase only alternatively fueled street sweepers, which cost about \$50,000 more per sweeper than a comparable diesel-powered sweeper. Public Works requested reimbursement in the amount of \$260,000 to partially offset the capital cost for as many as 13 replacement street sweepers.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Fiscal Responsibility, as well as Children's and Families' Well Being. Implementation of this grant will partially offset the increased capital cost of each sweeper by \$20,000 and will help improve air quality, thereby, enhancing the quality of life for families living in the County.

FISCAL IMPACT/FINANCING

The grant in the amount of \$260,000 will provide up to \$20,000 per sweeper to partially offset the increased capital costs for 13 alternatively fueled street sweepers. Six street sweepers are fully funded in Public Works' current Fixed Asset budget for Fiscal Year 2002-03. Another six street sweepers are fully funded in our Proposed Fiscal Year 2003-04 budget. Reimbursement of these capital costs will fund the replacement of one street sweeper for a total of 13 street sweepers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Grant Management Statement for this grant has been prepared using the guidelines established by the Chief Administrative Officer and adopted by your Board.

Delegating authority to the Director of Public Works or his designee to act as an agent for the County when conducting business with the MSRC on items related to this grant will streamline the project delivery process.

The Honorable Board of Supervisors
March 6, 2002
Page 3

The grant will require the execution of a County/MSRC project agreement, which is currently being prepared by the MSRC. Your action will allow this agreement to be executed by the Director or his designee in his role as an agent for the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Savings generated from acceptance of this grant will fund the replacement of one of 13 AQMD compliant street sweepers. This will enable Public Works to provide an improved level of service to the public.

CONCLUSION

Please return one approved copy of this letter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald L. Wolf", is written over the printed name of James A. Noyes.

JAMES A. NOYES
Director of Public Works

RT:td
P:\FTPUB\General\MSRC Grant PA 2003-01rev5.doc

Enc. 1

cc: Chief Administrative Office
County Counsel

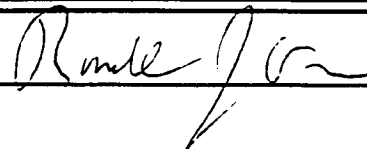
Enclosure
March 6, 2002

Grant Manual-Appendix I

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants \$100,000 or More**

Department: : Public Works		
Grant Project Title and Description		
Local Government Match Program		
Funding Agency: Mobile Source Air Pollution Reduction Committee (MSRC)	Program (Fed. Grant #/State Bill or Code #) PA2003-01 (AB 2766 Funding)	Grant Acceptance Deadline March 2003
Total Amount of Grant Funding: \$260,000 County Match (Portion): \$2,665,000		
Grant Period: April 2003 – October 2004 Begin Date: March 2003 End Date: October 2004		
Number of Personnel Hired Under This Grant: none Full Time: n/a Part Time: n/a		
Obligations Imposed on the County When the Grant Expires		
Will all personnel hired for this program be informed this is a grant-funded program? n/a Yes___ No___		
Will all personnel hired for this program be placed on temporary ("N") items? n/a Yes___ No___		
Is the County obligated to continue this program after the grant expires? n/a Yes___ No___		
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services n/a Yes___ No___		
b.) Identify other revenue sources (describe below) n/a Yes___ No___		
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. n/a Yes___ No___		
Impact of additional personnel on existing space:		
None		
Other requirements not mentioned above:		
* Under the South Coast Air Quality Management District's Rule 1186.1, the Department of Public Works is required to purchase only Alternately Fueled, PM 10 Compliant, Street Sweepers. This Grant will partially offset the increased capital cost for twelve new Alternately Fueled Sweepers. Savings generated from acceptance of this grant will fund the replacement of a thirteenth AQMD compliant sweeper. This will provide an improved level of service to the public.		

Department Head Signature



Date

3-6-02